

## **Railroad Right-of-Way Easement Agreement**

This Easement Agreement, made this 8<sup>th</sup> day of February, 1969, by and between the Board of County Commissioners of Travis County, Texas (hereinafter the "Grantor") and Texas Railroad, Inc. (hereinafter "Grantee").

WHEREAS, the Grantor has a fee simple ownership interest in the land located in Travis County, Texas, said land having been conveyed to the County by the United States of America by Deed dated January 1, 1955, and recorded among the Land Records of Travis County, Texas.

WHEREAS, the Grantee requires the use of a certain portion of the County property as a railroad right-of-way. The piece of land in question having a legal description of ABS 154 SUR 52 CALDWELL A C ACR 50.270.

HEREINAFTER, and for purposes of this document, the term "Grantee" refers to Grantee and its personal representatives, heirs, successors and assigns and "Grantor" refers to Grantor and its personal representatives, heirs, successors and assigns.

NOW, THEREFORE, in consideration of the premises and the mutual covenants made herein, and the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, an easement for the railroad right-of-way, subject to the following terms and conditions.

1. The Grantor hereby acknowledges and accepts that the Grantee may require the use of the railroad right-of-way for an indefinite period of time in the future, unless the right-of-way is modified or terminated at the request of Grantee or Grantor in a court of law in Travis County, Texas.
2. The Grantee hereby acknowledges and accepts that Grantee will be responsible for any costs associated with maintaining or improving the right of way.
3. By the granting of this Easement, the Grantor does hereby agree to be bound by the right-of-way and therefore, not interfere with the use of the right-of-way.
4. Grantor agrees to use care in avoiding damaging any of Grantee's facilities overhead or underground within the right-of-way.
5. Grantor also agrees to allow Grantee access to the right-of-way by use of a road, which Grantee is responsible for both building and maintaining.
6. The crossing easement may be used by Grantee only for the following purpose:

To construct a "Crossing" sign, which notifies passersby of the railroad, and to maintain the crossing under railroad safety guidelines.

7. The grant of the easement shall lapse, terminate, and become null and void should Grantee fail to construct the railroad within five (5) years of the date hereof or should the Grantee ever discontinue use of the right-of-way for a period of more than one (1) year. Should Grantee discontinue use of the right-of-way for a period of more than one (1) year, Grantor has the right to request termination of the easement in a Travis County Court of Law.
8. The right of access herein granted for the right-of-way shall be exercised and used in such a manner so as to not cause any damage or destruction of any nature to the adjacent landscape or damage the right-of-way real property in such a manner that prevents the future transfer of the real property itself.
9. Grantee agrees that extreme care shall be used in the location and operation of all equipment used to construct the railroad.
10. Any debris left in the right-of-way as a result of Grantee's use shall be immediately removed by the Grantee, its personal representatives, heirs, successors or assigns.
11. The Grantee shall at all times have the right to trim, cut, and keep clear all trees, limbs, undergrowth, roots, and other obstructions inside and outside the boundaries of the right-of-way that may endanger the safe and proper operation of the right-of-way. Grantee shall not remove any foliage not necessary for proper and safe operation and shall maintain responsibility for disposing of items removed.
12. Should Grantee fail to maintain the right-of-way as agreed in abovementioned paragraphs, Grantor shall have the right to modify or terminate the easement in a Travis County Court of Law.
13. The Grantee, for itself and its personal representatives, heirs and assigns, does hereby agree to hold the Grantor and its officers, directors, employees and agents harmless from any and all liability resulting from the rights granted herein. By the granting of the Easement, the Grantee and its personal representatives, heirs and assigns, further agrees that maintenance of said easement shall be the responsibility of the Grantee, its personal representatives, heirs and assigns.

Except as modified or terminated in accordance with the provisions of paragraph number 1 above, to have and to hold the rights and easements described above, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Grantee, its successors and assigns, forever.

Witness the seal and signature of Board of County Commissioners, Grantors.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

OF:

TRAVIS COUNTY, TEXAS